

RESTRICTIVE COVENANTS

The undersigned hereby declare that the following covenants are to run with the land and shall be binding on all present and future owners of all or any part of the following described real estate until January 1, 2000:

Lots 1 through 4, inclusive, in Granville East Replat I, being a replat of part of Lot 243, Granville East, a subdivision in Sarpy County, Nebraska.

If the present or future owners of any of said lots, or their grantees, heirs, or assigns, shall violate or attempt to violate any of these covenants, it shall be lawful for any other person or persons owning any part of said real estate to prosecute any proceedings at law or in equity against the person or persons violating or attempting to violate any such covenants and either prevent him or them from so doing or to recover damages or other dues for such violation. In addition, the City of LaVista, Nebraska, is hereby made a contractual beneficiary of these covenants and shall be entitled to all the foregoing remedies of owners for the enforcement of these covenants.

A. Said lots shall be used only for single-family purposes and for accessory structures incidental to residential use, or for park, recreational, church or school purposes.

B. No noxious or offensive trade or activity shall be carried on upon any plot nor shall anything be done thereon which may be or become an annoyance or nuisance to the neighborhood.

C. No trailer, basement, tent, shack, garage, barn or other out-building erected on said real estate shall at any time be used as a residence temporarily or permanently, nor shall any structure of a temporary character be used as a residence. Once construction of a dwelling has been commenced, outside framing of same must be completed within nine (9) months thereafter. Pre-existing dwellings constructed in another addition or location shall not be moved to any lot within this addition. No animals, livestock or poultry of any kind shall be raised, bred or kept on any lot, except that dogs, cats or other household pets may be kept, provided they are not kept, bred or maintained for any commercial purpose.

D. No junk cars or unlicensed motor vehicles of any kind, or boats, trucks, trailers, or car bodies shall be stored, parked, kept or maintained in any yards or on any driveways or streets. Outside trash containers are prohibited unless enclosed in a fully fenced-in area. Fences may only be located around the perimeter of the rear yard and not extend any closer to the front lot line than the front yard building setback line. All cars parked in any driveway or on any street must be in running condition with all tires inflated, and no outside repair of any automobile will be permitted.

E. A perpetual license and easement is hereby reserved in favor of and granted to Omaha Public Power District and Northwestern Bell Telephone Company, their successors and assigns, to erect and operate, maintain, repair, replace and renew buried or underground cables, conduits, poles with the necessary supports, sustaining wires, crossarms, guys and anchors and other instrumentalities and to extend thereon wires for the carrying and transmission of electric current for light, heat and power and for all telephone and telegraph and message service over, under, through and upon a five (5) foot strip of land adjoining the rear and side boundary lines of said lots in said subdivision; said license being granted for the use and benefit of

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 PAGE 272 Carl S. Hillebrand REGISTER OF DEEDS, SARPY COUNTY, NEB. 700

all present and future owners of lots in said subdivision; provided, however, that said side lot line easement is granted upon the specific condition that if both of said utility companies fail to construct cables, conduits or poles along any of said side lot lines within 36 months of date hereof or if any poles or wires are constructed but are thereafter removed without replacement within 60 days after their removal, then this side line easement shall automatically terminate and become void as to such unused or abandoned easementways.

F. Portland concrete public sidewalks, four feet wide by four inches thick, shall be constructed in front of each built-upon lot and along the street side of each built-upon corner lot. The sidewalk shall be placed four feet back of the street curb line, and shall be completed before occupancy or use of the main structure.

G. The following building restrictions for single-family dwellings shall apply to said lots:

(1) The following minimums shall be required for finished living areas exclusive of open porches, breezeways and garages: 1,000 square feet on the main floor for a one-story house or a bi-level house (below grade space will not be counted when computing square footage for a one-story house); 1,000 square feet throughout the house for a tri-level or split-level house. The foundation walls for all houses must enclose a ground area of not less than 800 square feet. In addition, each single-family dwelling shall provide fully enclosed parking space for at least one (but not more than three) cars. Only attached or basement garages are permitted.

(2) The applicable zoning ordinances of LaVista shall determine minimum area of building plot and minimum front, rear and side yards.

H. Notwithstanding the provision of Paragraphs No. A and No. G, the restrictive provisions for lot use, lot area, side yards, and front yard shall automatically be amended or governing body of the City of LaVista shall determine and permit a lesser area or distance or a different use either by means of rezoning or the granting of waivers or special use permits.

IN WITNESS WHEREOF, John J. Smith, President of Construction Sciences, Inc., being the owner of all said real estate, has executed these covenants this first day of April, 1980.

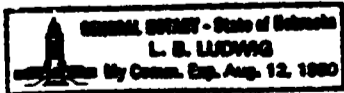
CONSTRUCTION SCIENCES, INC.

By _____ President

STATE OF NEBRASKA)
) ss.
COUNTY OF DOUGLAS)

On the day and year last above written, before me, the undersigned, a Notary Public, in and for said County, personally known to be the identical person whose name is affixed to the above Restrictive Covenants, and acknowledged the execution thereof to be his voluntary act and deed and the voluntary act and deed of the corporation.

WITNESS my hand and Notarial Seal at Omaha in said County the day and year last above written.



Notary Public

My Commission Expires:
